

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 59620-0135  
Helena, MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

## **T.C. # SPB02-33B SMALL PROJECT PROFESSIONAL IT SERVICES**

**This is a non-exclusive contract.**

	FROM	JULY 1, 2003	CONTRACT YEAR	NEW <input type="checkbox"/>
	TO	OCTOBER 31, 2004		RENEW <input checked="" type="checkbox"/> (X), First renewal, second year
VENDOR ADDRESS	VARIOUS - SEE LISTING		ORDER ADDRESS	VARIOUS - SEE LISTING
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

Prices: PER INDIVIDUAL AGREEMENTS

Delivery: AS AGREED UPON

F.O.B.: AGENCY

Terms: NET 30 DAYS OR AS AGREED UPON

### REMARKS:

Contractors and rates are available on the following website:

<http://discoveringmontana.com/itsd/contract/MISservices.asp>

Agencies must submit an IT Procurement Request Form to the Policy and Planning Bureau of the Information Technology Services Division for approval prior to start of work.

IFB/RFP No. :

RFP01-272B, RFP02-664B

## Standard Terms and Conditions

**By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:**

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**AUTHORITY:** The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS:** Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at [sos@state.mt.us](mailto:sos@state.mt.us).

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118).

The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt of bids. Bids or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS:** The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

**PROTEST PROCEDURE:** Bidders and offerors may protest a solicitation or award of a contract per section 18-4-242, MCA, and ARM 2.5.406. The protest must be in writing and state in detail all of the protestor's objections. The complete protest must be submitted to the department no later than the close of business 14 calendar days after the execution of the contract in question. If the 14th day falls on a Saturday, Sunday, or legal holiday, the protest is due at the end of the next business day. The State is under no obligation to delay, halt, or modify the procurement process pending the result of a protest, contested case proceeding, or judicial review.

**MONTANA PREFERENCES:** Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals, Term Contract Bids, for "services," or if federal funds are involved.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one with the bid, in order to qualify for the preference. For complete information and affidavit forms, see [www.state.mt.us/doa/ppd/resaffid.pdf](http://www.state.mt.us/doa/ppd/resaffid.pdf). (Mont. Code Ann. §§ 18-1-102, 18-1-103, 18-1-113 and ARM 2.5.403.) In addition, Montana-made products are preferred for use in a contract if such goods are comparable in price and quality. (Mont. Code Ann. § 18-1-112.)

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists,

packages and correspondence pertaining to the contract.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

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**Contract Terms and Conditions**State of Montana – Small Project Professional IT Service Providers  
Term Contract SPB02-33B

## 1. Parties

This term contract (# SPB02-33B) is entered into by and between the Department of Administration of the State of Montana, (hereinafter referred to as the "Department"), whose address and telephone number are:

Department of Administration  
Information Technology Services Division  
P.O. Box 200113  
Helena, MT 59620  
406-444-2700

and the referenced [list of contractors](#).

## 2. Effective Date, Duration and Renewal

- 2.1 This term contract shall take effect as of the last date signed on the execution page. This term contract shall terminate on June 30, 2002 unless terminated earlier in accordance with the terms of this contract.
- 2.2 This term contract may be renewed by the Department for six (6) one-year periods. In no case may this contract run longer than seven (7) years. Reference: 18-4-313, MCA. See section 11 of this contract for price increase proposal criteria.

## 3. Consideration/Payments

- 3.1 In consideration for the services to be provided, the ordering agency will pay within 60 days of receipt of a properly executed invoice. The final payment, plus retainer (if applicable), will be made within 60 days of receipt of a properly executed invoice and upon acceptance of completed project. The Contractor will bill each agency directly for services provided.
- 3.2 Services provided for any project may be charged on a time and materials or fixed price basis. Ordering agency has the right to require that contractor provide services on a time and materials basis.
- 3.3 The contractor must indicate the number of hours, the rate per hour, and the total charges for all staff, and total charges for the entire project. Both current and project-to-date charges must be provided.
- 3.4 The Department or ordering agencies may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

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## 4. Scope, Amendment, and Interpretation

- 4.1 This term contract consists of 14 numbered pages, RFP # 01-272B as amended, and the Contractor's response as amended. In the case of dispute or ambiguity, the order of precedence of document interpretation is in that same order.
- 4.2 These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties. Mutually agreeable changes may be made to this contract provided that the terms of this contract:
  - 4.2.1 Do not materially change the Contractor's obligations to the State as expressed in the Contractor's accepted offer (RFP response).
  - 4.2.2 Do not violate the Constitution, Laws, or Rules of Montana.
  - 4.2.3 Do not impose onerous obligations or conditions that materially change the value of the product or services to be provided to the Department.
  - 4.2.4 Do not contravene the mandatory requirements of the RFP.

## 5. Non-Exclusive Term Contract

This term contract is non-exclusive, meaning State agencies do not have to purchase from it. Agencies electing to purchase IT Services from sources other than this term contract may be required to go through a competitive procurement process.

## 6. Requirements

- 6.1 The Contractor shall have an Account Executive in place for the duration of this term contract. The Account Executive is the liaison to the Contract Management Liaison and will assume responsibility for the coordination of all services or projects under this contract. The Account Executive will meet with the Contract Management Liaison, agency project manager, agency procurement manager, and/or others as necessary to resolve any conflicts or disagreements under this contract. The contractor will not bill the Department nor the ordering agency for their time spent in these meetings. If the Account Executive changes, the Department must be notified immediately. The Department reserves the right to require the Contractor to change the Account Executive, or any representative serving the Department, if in the opinion of the Department the current Account Executive, or representative, is not adequately meeting the needs of the State.
- 6.2 The Account Executive will provide contract status reports to the Contract Management Liaison on a monthly basis. The Contract Management Liaison must receive monthly reports by the 10<sup>th</sup> of each month regardless of the amount of contract work being performed. If no work is being performed, the Account Executive must provide that information to the Contract Management Liaison.

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The Department has the right to request a report outside of the normal reporting period and the Contractor has up to three (3) working days from the date of the request to comply. The monthly reports shall include:

- ordering agency,
- project name and brief description,
- IT service,
- date of purchase/project start date,
- number of hours worked on project for current month,
- dollar amount billed for work on project for current month,
- number of hours worked to date on project and projected total hours,
- dollar amount billed to date for project and projected total cost for project.

The Department does not foresee needing information other than that stated, but reserves the right to make additional requests.

6.3 State agencies and the Contractor will develop the following project aspects:

- Project phases
- Specific deliverables and acceptance criteria
- Project termination
- Payment schedule
- Project organization and reporting structure

**All IT Procurement Request form will require prior Department approval by the Contract Management Liaison. The Contractor will involve the Department early in the project planning process in order to ensure a timely approval. Failure to involve the Department early, especially on larger projects, will result in a delay in the approval.**

Agency and Contractor are encouraged to execute an agreement for each individual project, detailing the items above, and signed by both parties. **Contractor shall not begin any project until it is approved by the Department.** It is the Contractor's duty and responsibility to assure the Work Order is submitted and approved.

6.4 Any IT Services provided for the State under this contract must be performed by the individuals named in the attached list and at the rate per hour listed for each individual in Attachment A. The contractor may not make any staff changes/substitutions without the express written consent of the Department.

6.5 Contractor may not assign, transfer or subcontract any portion of this term contract without the express written consent of the Department. Reference: 18-4-141, MCA. The Contractor will be responsible for satisfactory performance and payment of all subcontractors. For each work order, the Contractor shall identify the name(s) of subcontractors proposed, specifying the duties that will be performed. The Contractor will identify key subcontractor personnel who will be providing the proposed services.

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The Contractor will describe the contractual relationship between its organization and the subcontractor.

6.6 It is highly desirable that any systems implemented under this contract employ State standard operating systems and utilize non-proprietary software. Any proprietary software utilized under this contract will be held in escrow for the duration of the contract. Any software developed for and paid for by the agency shall become State property.

6.7 Projects may not be approved based on non-compliance with current State standards for hardware and software.

7. Removals, Withdrawals and Additions

7.1 State agencies that purchase services through this term contract will be asked to provide the Department with appraisals of the Contractor's performance. The Department will review the resulting performance appraisals; a Contractor can be removed from the roster of approved Small Project Professional IT Service Providers for one or more poor performance appraisals.

Contractors will have the opportunity to respond to poor performance appraisals. The Department will make any final decision to remove a Contractor from the roster based on the State agency's comments, the Contractor's response and the severity of any negative performance appraisal. A Contractor may also be removed from the roster for not meeting any other terms of the contract, including beginning work without prior ISD approval, and failure to submit reports in a timely manner. A Contractor that has been removed from the roster will be notified with a justification for removal.

7.2 Any Contractor that has provided little or no IT Services under this contract may be removed from the roster. A Contractor that has been removed from the roster will be notified and provided with a justification for removal.

7.3 Contractors may withdraw their names from the roster at any time by submitting a written request to the Department.

7.4 The Department may periodically re-open the evaluation process to add qualified Contractors to the roster for existing IT Services, or to obtain qualified Contractors for new IT Services. Contractors do not have to re-qualify for IT Services they are currently providing. Contractors may apply for IT Services that they currently do not provide.

8. Retainer

The purchasing agency may require ten percent (10%) retainer fee in the case of some projects. The retainer will be withheld from each monthly payment due the Contractor.

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## 9. Headings

The heading or captions of the sections and subsections of this term contract are inserted for convenience only, shall not be deemed to be part of this term contract, and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

## 10. Access and Retention of Records

10.1 Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance.

10.2 Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

## 11. Price Protection

11.1 This contract provides price protection by establishing the price for the services as specified in the Contractor response to RFP #01-272B for the term of the contract.

11.2 Price increases may be proposed by the Contractor annually by June 30. Price increase proposals will be granted or denied by the Department after considering the following criteria:

11.2.1 Proposed adjustments result in prices that remain competitive with the industry.

11.2.2 Adjustments to contract prices shall not exceed the rate of increase in equivalent or comparable services marketed by other contractors.

11.2.3 Adjustments to contract prices will in most cases equal the rate of increase in the cost of living as reflected in the Bureau of Labor Statistics, Consumer Price Index (CPI) for All Urban Consumers or any other index which may be substituted in the future. The CPI for the first month of the year of initiation of this contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. Requests to increase contract prices that are greater than the percentage change in the index will be considered on a case-by-case basis.

## 12. Tax Exemption

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

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## 13. Choice of Law and Venue

This term contract is governed by the laws of Montana. The parties agree that any litigation concerning this term contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Reference: 18-1-401, MCA. Each party agrees to pay their own costs and attorney fees.

## 14. Compliance with Laws

14.1 Contractor must comply with all applicable federal and State law including the prevailing wage laws.

14.2 Contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

14.3 If one or more provisions of this term contract are deemed to be unlawful or unconstitutional or stricken by a court of law, all valid provisions that are severable from the invalid provisions remain in effect and are valid and binding on the parties. If any provision hereof is in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute, rule of law, court order, or judgement.

## 15. Hold Harmless/Indemnification

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily

or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## 16. Patent and Copyright Protection

16.1 In the event of any claim by any third party against the Department that the products furnished under this contract infringe upon or violate any patent or copyright, the Department shall promptly notify Contractor. Contractor shall defend such claim, in the Department's name or its own, as appropriate, but at Contractor's expense. Contractor will indemnify the Department against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If the Department reasonably concludes that its interests are not being properly protected, it may enter any action.

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However, any settlement by the Department with the party alleging such infringement or violation shall not be binding upon Contractor and the Contractor shall be under no obligation to pay or indemnify the Department. Further, if principles of governmental or public law are involved, the State of Montana may participate in the defense of any such action.

16.2 If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the Department the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the Department shall be prevented by permanent injunction, the Department agrees to return the product at Contractor's request and the Contractor agrees to grant the Department a credit for full cost of the product and any related product provided by Contractor which can no longer be used effectively without the use of the infringing product.

16.3 This section shall not apply if the infringement, or claim thereof, is based upon the use of products supplied by the Contractor in combination with other software not made or supplied by Contractor (Department or other vendor supplied), or the use of products by the Department with apparatus, data or programs not furnished or supplied by Contractor (Department or other vendor supplied), or products not manufactured or supplied by Contractor (Department or other vendor supplied). This section will apply to all products offered by Contractor.

## 17. Intellectual Property

17.1 All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this term contract must be available to the Department for royalty-free and nonexclusive licensing. The Contractor shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this term contract.

17.2 The Department shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this term contract.

## 18. Independent Contractor

18.1 Contractor is an independent contractor and neither the Contractor nor its employees are employees of the Department.

18.2 Contractor shall not be compensated for work performed prior to its having provided to the Department a Certificate of Workers' Compensation Insurance or an Independent Contractor's Exemption under 39-71-401, MCA.

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## 19. Insurance Requirements

- 19.1 General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.
- 19.2 Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 19.3 Specific Requirements for Commercial General Liability: The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of 1,000,000 per occurrence and 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.
- 19.4 Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.
- 19.5 Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the State agency. At the request of the agency either: 1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the State, its officers, officials, employees, and volunteers, or; 2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- 19.6 Certificate of Insurance/Endorsements: A certificate of insurance, indicating compliance with the required coverages, has been received by the State Procurement Bureau. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

## 20. Workers' Compensation/Independent Contractor's Exemption

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

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## 21. Meetings

The Contractor is required to meet with Department personnel to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the Department. The Contractor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings (two (2) consecutive missed or rescheduled meetings), or failure to make a good faith effort to resolve problems, may result in termination of this contract.

## 22. Notice

Written notice sent by certified mail, return receipt requested, shall be deemed made when received or initially refused by the other party.

## 23. Termination

23.1 Breach or non-performance of any contract term shall constitute cause upon which the Department may immediately terminate this contract.

23.2 If the Contractor fails to perform the work in accordance with the provisions of this term contract, and does not cure or does not correct such failure within a period of thirty (30) days after receipt of the Department's written notice thereof, the Department may, by written notice, terminate the whole or any part of this term contract.

23.3 The Department, at its sole discretion, may terminate or reduce the scope of this term contract if available funding is reduced for any reason. Reference: 18-4-313, MCA.

23.4 The Department may cancel this term contract without cause by giving ninety (90) days written notice.

## 24. Liaison

Contractor and the Department will provide liaison for management of this contract. Written notices or complaints will first be directed to the liaison.

24.1 Contractor Liaison (Account Executive)

Contractor's named Account Executive and contact information is found in the attached list.

24.2 Contract Management Liaison

This term contract is managed by the Information Technology Services Division of the Department of Administration for the State of Montana in accordance with 2-17-501, MCA. Contract management inquiries and problems should be addressed to:

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Procurement Services Bureau  
Information Technology Services Division  
P.O. Box 200113  
Helena, MT 59620-0113  
Telephone: 406-444-2700  
FAX: 406-444-2701

## 25. Execution

The parties, through their authorized agents, have executed this term contract on the dates set out below

Contractor

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Signature

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Date

---

Name

---

Title

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Address

---

City, State, Zip Code

---

Social Security # or Federal  
Employer ID #

DEPARTMENT OF ADMINISTRATION  
Information Technology Services Division

---

Signature

---

Date

---

Name

---

Title

Approved as to form and content:

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Legal Counsel, Department of Administration

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State Procurement Bureau